



Order under Section 31 Residential Tenancies Act, 2006

Citation: Olinski v Acharki, 2026 ONLTB 24856

Date: 2026-04-14

File Number: LTB-T-083582-23-AM

In the matter of: 94 Manor Road
Bath ON K0H1G0

Between: Tim Olinski Tenant
Stacey Miller

And

Rita Acharki Landlord

AMENDED ORDER

This order is made to correct clerical errors in the order issued March 23, 2026.

Tim Olinski and Stacey Miller (the 'Tenant') applied for an order determining that Rita Acharki (the 'Landlord'):

- substantially interfered with the reasonable enjoyment of the rental unit or residential complex by the Tenant or by a member of their household. (T2 application)
- failed to meet their maintenance obligations under the *Residential Tenancies Act, 2006* (the 'Act') or failed to comply with health, safety, housing or maintenance standards.

This application was heard by videoconference on February 26, 2026.

The Landlord and the Tenant attended the hearing. The Landlord was represented by Lisa Barder. The Tenant was represented by James Moak.

Determinations:

1. As explained below, the Tenant proved a portion of their allegations contained in the application on a balance of probabilities. Therefore, the Landlord must pay the Tenant \$3,126.41.

Preliminary Issue- Request to Amend/Limitation Period

2. Prior to the hearing, the Tenant sought to amend the application to include additional issues, including a toilet repair issue and alleged illegal entries.
3. Section 29(2) of the Act requires that an application be brought within one year after the alleged conduct occurred.
4. While amendments to clarify an existing claim or adjust quantum may be permitted, new claims cannot be introduced outside the limitation period.
5. I find that these additional issues constitute new causes of action and are therefore statute-barred. I have only considered issues raised in the original application that fall within the limitation period.

Tree Removal/Backyard

6. The rental unit is a detached residential property that includes a backyard area. The tenancy began on July 1, 2023.
7. Prior to the commencement of the tenancy, the Landlord determined that several mature trees located in the backyard required removal due to safety concerns.
8. The Tenant was advised that work would be undertaken in the backyard. The Landlord engaged a contractor to perform the work.
9. The work began in or around July 2023 and involved removing multiple large trees in sections over time. The contractor primarily worked alone using basic equipment.
10. The work proceeded intermittently over several months and was substantially completed on or about October 29, 2023.
11. The Tenant submits that the prolonged tree removal work, including noise, debris, and safety concerns, substantially interfered with their enjoyment of the rental unit.
12. The Landlord submits they responded to these concerns and attributed delays to weather conditions and contractor availability. The Landlord provided periodic updates to the Tenant regarding the status of the work.

Analysis

13. Section 22 of the Act prohibits a landlord from substantially interfering with a tenant's reasonable enjoyment of the rental unit. However, Since this a substantial interference with the reasonable enjoyment of a rental unit based on the Landlord's maintenance of the rental unit or complex, the Board must consider section 8 of O. Reg. 516/06 (the "Regulations")
14. Pursuant to section 8(3)(b) of the Regulations, the Board shall not determine that interference was substantial unless the interference was unreasonable in the circumstances.
15. In this case, I find that the manner in which the work was undertaken was unreasonable for several reasons.

16. I find the duration of the work was excessive. The evidence suggests that approximately nine trees were removed over a period of roughly four months, from July 2023 to late October 2023. While some delay due to weather is expected, there is insufficient evidence to support that such a prolonged period was reasonably required to complete this work.
17. I also find that the method of completing the work contributed to the delay. The Landlord retained a single contractor who worked largely alone and used limited equipment to remove the trees incrementally.
18. The Landlord did not obtain evidence of qualifications, insurance, or capacity to complete the work efficiently. The Landlord's own evidence was that the contractor selected was a retired corrections officer dabbling in tree removal upon retirement.
19. While the Act does not require the use of a particular type of contractor, the Landlord remains responsible for ensuring that maintenance is carried out effectively and within a reasonable time. I find the Landlord's reliance on inexperienced handy man as opposed to hiring an experienced contributed to the delay in the work being completed in a reasonable time.
20. I further find the condition of the yard during the work was not reasonable. The Tenant entered pictures into evidence establishing that debris, cut timber, and equipment remained in the backyard for extended periods. The yard was left in a disrupted state for months, with uneven surfaces, materials, and partially completed work. This is not consistent with work that was done in a reasonable, timely and efficient manner.
21. Finally, the Landlord did not attend the property during the relevant period and relied on second-hand information. This lack of oversight contributed to the prolonged duration and
22. In sum, I find the Landlord's approach reflects a lack of reasonable diligence in carrying out the work. Although the work itself was necessary, the Landlord chose a method that was slower and less efficient than would reasonably be expected. Therefore, I find the Landlord substantially interfered with the Tenant's reasonable enjoyment of the rental unit by not removing the hazardous trees in a timely manner.

Remedy

23. The Tenant seeks a rent abatement for the relevant period of the interference. In determining the appropriate quantum, the Board considers the nature, duration, and impact of the breach. I also considered the relevant circumstances under section 8(5) of the regulations.
24. The backyard remained in a disrupted condition for several months from the commencement of the tenancy July 1, 2023. Although it is an exterior amenity, it contributes to the overall value and enjoyment of the rental unit.
25. I find debris, timber, and equipment were present for extended periods. In these circumstances, I find that the Tenant experienced a meaningful loss of the use of the backyard. I therefore find that a 10% rent abatement for the relevant period appropriately reflects the reduced value of the tenancy attributable to the condition of the backyard.

26. I accept the Landlord's evidence that the tree removal work finished October 29, 2023. Therefore, I find the Tenant is entitled to a 10% rent abatement from July 1, 2023, to October 29, 2023. Accordingly, the Landlord shall pay the Tenant \$1,309.00.

Back Deck

27. The Tenant alleges that the Landlord breached section 20 of the Act by failing to maintain the deck.
28. The deck was in disrepair at the outset of the tenancy. Repairs were attempted in August 2023, but further issues arose in October 2023. The deck was ultimately removed and replaced with steps.

Analysis

29. Section 20 requires that the rental unit be maintained in a good state of repair, even if the Tenant was aware of a deficiency at the outset.
30. In the case *Onyskiw v. CJM Property Management*, 2016 ONCA 477 (Onyskiw) (CanLII), the Court of Appeal for Ontario determined that a contextual approach should be adopted when considering a landlord's potential breach of subsection 20(1) of the Act and a breach will not be found if the landlord's response to a maintenance issue was reasonable in the circumstances.
31. I accept that the Landlord took steps to address the issue once it was raised and that the final resolution occurred within a relatively short period after the second complaint.
32. However, the initial repair was inadequate, and the deck was not maintained in a good state of repair.
33. Rather than replace the deck the Landlord instead decided to remove the deck and replace it with stairs instead. I do not find this response to be reasonable. The deck formed part of the tenancy agreement, and the Tenant was entitled to have a deck and the lack of deck was due the Landlord's failure to keep in a good state of repair.
34. The removal of the deck resulted in a reduction in the value and enjoyment of the rental unit, as it eliminated a feature that existed at the start of the tenancy.
35. In taking a contextual view of the circumstances, I find the Landlord breached section 20 of the Act with respect to the deck.

Remedy

36. The deck was part of the backyard space and contributed to the Tenant's use and enjoyment of the premises.
37. While the Tenant retained access to the yard through steps, the removal of the deck reduced the functionality of the outdoor space and eliminated an elevated, usable area that had been part of the tenancy.

38. I do not accept the Landlord's submission that, in the absence of a T1 application, the Tenant is not entitled to a remedy for the loss of use of the deck. The loss of the deck stems from the Landlord's failure to maintain it in a good state of repair. Although the Landlord was entitled to remove the deck, this resulted in the permanent loss of an amenity that existed at the commencement of the tenancy.
39. Having regard to the circumstances, I find that the Tenant is entitled to a rent abatement from August 8, 2023, being the date the Landlord was first made aware of the deficiencies in the deck, to June 30, 2024, when the Tenant vacated the rental unit.
40. In assessing the appropriate quantum of rent abatement, I find that the overall impact on the Tenant was minimal. The majority of the period without a deck occurred during months when a reasonable person would make limited use of such an amenity. Accordingly, a 5% rent abatement for the relevant period is appropriate, and the Landlord shall pay the Tenant \$1,769.41.

Incident Involving Former Contractor

41. The Tenant alleges that on October 17, 2023, a former contractor attended the property and engaged in aggressive behaviour.
42. The Landlord denies responsibility and submits that the individual was no longer acting as her agent.
43. I accept that an incident occurred. However, I am not satisfied that the individual was acting as the Landlord's agent or under her control at the relevant time.
44. There is insufficient evidence to establish that the Landlord caused or authorized the conduct.
45. Upon being notified of the incident, the Landlord advised the Tenant to contact the police if they felt threatened.
46. In the circumstances, where the individual was no longer under the Landlord's control, I find that this was a reasonable response.
47. Therefore, this portion of the Tenant's claim is dismissed.

It is ordered that:

1. The total amount the Landlord shall pay the Tenant is ~~\$48.00~~ **\$3,126.41**. This amount represents:
 - \$3,078.41 for a rent abatement.
 - \$48.00 for the cost of filing the application.
2. The Landlord shall pay the Tenant the full amount owing by April 3, 2026.

3. If the Landlord does not pay the Tenant the full amount owing by April 3, 2026, the Landlord will owe interest. This will be simple interest calculated from April 4, 2026 at 4.00% annually on the balance outstanding.

March 23, 2026

Date Issued

Bryan Delorenzi

Member, Landlord and Tenant Board

April 14, 2026

Date Amended

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.